

S/N 10/717,115

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Sandu	Examiner:	Becker, Drew E.
Serial No.:	10/717,115	Group Art Unit:	1794
Filed:	November 19, 2003	Docket No.:	15721.0351US01
Customer No.:	75010	Confirmation No.:	7326
Title:	MAGNETIC ALIGNMENT SYSTEM FOR SCRAPED-SURFACE HEAT EXCHANGER AND METHOD		

Filed EFS-WEB

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

ConAgra Foods RDM, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at One ConAgra Drive, Omaha, Nebraska, 68102, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

- A. ☐ An assignment from the inventor(s), of the patent application identified above.
- The assignment was recorded in the Patent and Trademark Office on , at Reel , Frame(s) , or for which a copy is attached.
- B. ☒ A chain of title from the inventor(s) of the patent application identified above to the current assignee as shown below:
1. From: Constantine Sandu
  - To: ConAgra Grocery Products Company
  - The document was recorded in the Patent and Trademark Office at Reel 014730, Frame(s) 0497, or for which a copy thereof is attached.
  2. From: ConAgra Grocery Products Company

To: ConAgra Foods Packaged Foods Company, Inc.

The document is being recorded in the Patent and Trademark Office concurrently herewith, for which a copy thereof is attached.

3. From: ConAgra Foods Packaged Foods Company, Inc.

To: ConAgra Foods Packaged Foods, LLC.

The document is being recorded in the Patent and Trademark Office concurrently herewith by way of merger, for which a copy thereof is attached.

4. From: ConAgra Foods Packaged Foods, LLC.

To: ConAgra Foods RDM, Inc.

The document is being recorded in the Patent and Trademark Office concurrently herewith, for which a copy thereof is attached.

☒ Copies of assignments or other documents in the chain of title are attached.

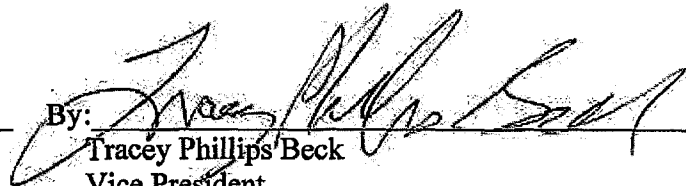
The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date:

June 18, 2009

By:



Tracey Phillips Beck  
Vice President

ConAgra Foods RDM, Inc.

**75010**

PATENT TRADEMARK OFFICE



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JUN 21 2004

Bingham McCutchen  
IP Docket Dept.

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 15, 2004

PTAS



\*102611076A\*

BINGHAM MCCUTCHEN LLP  
GARY D. LUECK  
THREE EMBARCADERO CENTER, SUITE 1800  
SAN FRANCISCO, CA 94111-4067

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/19/2003

REEL/FRAME: 014730/0497

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 703451-2001

ASSIGNOR:

SANDU, CONSTANTINE

DOC DATE: 11/19/2003

ASSIGNEE:

CONAGRA GROCERY PRODUCTS COMPANY  
3355 MICHELSON DRIVE  
IRVINE, CALIFORNIA 92612

SERIAL NUMBER: 10717115

FILING DATE: 11/19/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: MAGNETIC ALIGNMENT SYSTEM FOR SCRAPED-SURFACE HEAT EXCHANGER AND METHOD

703451-2001  
DOCKETED *je*

014730/0497 PAGE 2

LAZENA MARTIN, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS


CONAGRA FOODS RDM, INC.

Assistant Secretary's Certificate

I, Jessica Smith, the duly appointed Assistant Secretary of ConAgra Foods RDM, Inc., a Delaware corporation (the "Corporation"), am familiar with the facts set forth below and, being authorized to do so, certify the following:

1. Pursuant to a certain Assignment and Assumption Agreement dated November 28, 2004 and attached hereto as Exhibit A, certain assets, including intellectual property, were assigned from ConAgra Grocery Products Company, a Delaware corporation ("Grocery"), to ConAgra Foods Packaged Foods Company, Inc., a Delaware corporation ("Packaged Co."). Said intellectual property includes U.S. Appln. Serial No. 10/717,115, filed November 19, 2003.
2. Effective May 28, 2007, Packaged Co. merged with and into ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company ("Packaged LLC"), as evidenced by the file stamped Certificate of Merger filed with the Secretary of State of the State of Delaware, a copy of which is attached hereto as Exhibit B.
3. Pursuant to the attached Exhibit C Assignment dated May 28, 2007, certain assets, including intellectual property, were assigned from Packaged LLC to the Corporation, including U.S. Appln. Serial No. 10/717,115, filed November 19, 2003.

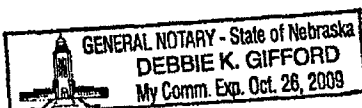
IN WITNESS WHEREOF, I have subscribed my name as Assistant Secretary of the Corporation this 17 day of June, 2009 as a duly authorized officer acting on its behalf.

  
\_\_\_\_\_  
Jessica Smith  
Assistant Secretary

STATE OF NEBRASKA     )  
                                      ) SS.  
COUNTY OF DOUGLAS    )

The foregoing Certificate was acknowledged before me this 17 day of June, 2009 by Jessica Smith, personally know to me to be the Assistant Secretary of ConAgra Foods RDM, Inc., a Delaware corporation, acting on its behalf.

[SEAL]



  
\_\_\_\_\_  
Notary Public

## Exhibit A

### ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT, dated effective as of November 28, 2004 (the "Effective Date"), between CONAGRA GROCERY PRODUCTS COMPANY, a Delaware corporation ("Assignor"), and CONAGRA FOODS PACKAGED FOODS COMPANY, INC., a Delaware corporation ("Assignee").

For value received, from and after the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee hereby assumes and agrees to pay, perform and discharge, (i) all of the liabilities and obligations of Assignor reflected in op units 00573, 00578, 00579, 01898, 02404, 02513, 02515, 02897, 03187, 03233, 03241, 03295, 03296, 03297, 03303, 03306, 03310, 03312, 03313, 03314, 03316, 03317, 03319, 03320, 3322, 03323, 03324, 03325 and 03697 (collectively, the "Op Units"), each as included in the November 28, 2004 balance sheet of Assignor which is attached hereto as Exhibit "A", and (ii) all of Assignor's right, title and interest in and to all currently existing agreements, licenses and permits to which Assignor is a party which principally relate to any of the Op Units or the assets, liabilities or obligations reflected in such Op Units (collectively, the "Assigned Items"). Assignee does not assume and shall not be deemed to have assumed, and shall not be obligated to pay, perform or otherwise discharge, any liability or obligation of Assignor, whether arising by contract, tort, operation of law or otherwise, except as specifically provided in the immediately preceding sentence, and all such liabilities and obligations of Assignor which are not expressly assumed by Assignee hereunder shall remain with Assignor.

If the assignment of any of the Assigned Items by Assignor to Assignee shall require the consent of any party thereto other than Assignor, this Assignment and Assumption Agreement shall not constitute an agreement to assign the same, and such Assigned Item shall not be assigned to or assumed by Assignee if an actual or attempted assignment thereof would constitute a breach or default thereunder. If any such consent is not obtained, Assignor and Assignee will cooperate in any reasonable arrangement designed to obtain for Assignee all benefits and privileges of the applicable Assigned Item.

At and after the Effective Date, the parties hereto shall execute and deliver such additional documents and take such additional actions as may be reasonably necessary or advisable in order to effect the assignment and assumption contemplated by this Assignment and Assumption Agreement.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the Internal laws (as opposed to the conflicts of law provisions or rules) of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be executed effective as of the date first written above.

CONAGRA GROCERY PRODUCTS  
COMPANY, a Delaware corporation,  
Assignor

By: Scott E. Messel  
Scott E. Messel, Vice President,  
Treasurer and Secretary

CONAGRA FOODS PACKAGED  
FOODS COMPANY, INC.,  
a Delaware corporation, Assignee

By: Scott E. Messel  
Scott E. Messel, Vice President,  
Treasurer and Secretary

Exhibit "A"

See attached balance sheet.

Consolidated  
Balance  
Sheet  
(in thousands)

**DOLLAR AMOUNTS REDACTED FOR PRIVACY**

ASSETS  
Cash and cash equivalents  
Accounts receivable, net  
Prepaid expenses and other assets  
Total current assets  
Property, plant and equipment, net  
Goodwill  
Intangible assets, net  
Other non-current assets  
Total non-current assets  
Total assets  
LIABILITIES  
Accounts payable and accrued liabilities  
Long-term debt  
Other non-current liabilities  
Total liabilities  
Total liabilities and equity  
Total equity



PROPERTY OF THE UNITED STATES DEPARTMENT OF JUSTICE  
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 01-15-01 BY 60322 UCBAW/PAL

DOLLAR AMOUNTS REDACTED FOR PRIVACY

Exhibit B

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CONAGRA FOODS PACKAGED FOODS COMPANY, INC.", A DELAWARE CORPORATION,

WITH AND INTO "CONAGRA FOODS PACKAGED FOODS, LLC" UNDER THE NAME OF "CONAGRA FOODS PACKAGED FOODS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF MAY, A.D. 2007, AT 5:49 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-EIGHTH DAY OF MAY, A.D. 2007, AT 12 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4398397 9100K

070603411



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 8498686

DATE: 05-23-07

State of Delaware  
Secretary of State  
Division of Corporations  
Delaware Office 10012007  
FILED 05:49 PM 05/22/2007  
NEW 070603211 - 4335367 FILE

**STATE OF DELAWARE  
CERTIFICATION OF MERGER OF  
DOMESTIC CORPORATION INTO  
DOMESTIC LIMITED LIABILITY COMPANY**

Pursuant to Title 8, Section 284(g) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

- FIRST:** The name of the surviving limited liability company is ConAgra Foods Packaged Foods, LLC and the name of the corporation being merged into this surviving limited liability company is ConAgra Foods Packaged Foods Company, Inc.
- SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.
- THIRD:** The name of the surviving limited liability company is ConAgra Foods Packaged Foods, LLC.
- FOURTH:** The merger is to become effective on May 22, 2007 at 12:00 a.m.
- FIFTH:** The Agreement of Merger is on file at One ConAgra Drive, Omaha, Nebraska 68102, the place of business of the surviving limited liability company.
- SIXTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person on this 21<sup>st</sup> day of May, 2007.

By Scott E. Messel  
Scott E. Messel, Vice President, Treasurer

## Exhibit C

### ASSIGNMENT

This Assignment ("Assignment") is entered into by and between **CONAGRA FOODS PACKAGED FOODS, LLC**, a Delaware corporation, having its principal offices at One ConAgra Drive, Omaha, Nebraska 68102 ("Assignor"), and **CONAGRA FOODS RDM, INC.**, a Delaware corporation, having its principal offices at One ConAgra Drive, Omaha, Nebraska 68102 ("Assignee").

WHEREAS, Assignor is the owner of the patents, pending patent applications, as well as related applications listed on Exhibit "A" hereto ("Technology");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to said Technology, including the right to sue for past damages associated with infringement of the Technology.

NOW THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to said Technology, which hereby expressly includes any related applications and patents issuing therefrom, issued patents, continuations, reissues, reexamined patents, divisions, and related foreign applications and patents. Assignor similarly expressly assigns the right to sue for past, present and future damages related to any parties' infringement of the Technology or any related applications or patents.

Signed this 28<sup>th</sup> day of May, 2007.

**CONAGRA FOODS PACKAGED FOODS, CONAGRA FOODS RDM, INC.  
LLC**

By: [Signature]  
Name: John F. Gehring  
Title: Vice President & Controller

By: [Signature]  
Name: Scott E. Messel  
Title: Vice President, Treasurer

**EXHIBIT A****Assignment**

**ConAgra Foods Packaged Foods, LLC to  
to ConAgra Foods RDM, Inc.**

Patent/Pending Application No.	Title
RE36,637	Process for Making Free-Flowing, Coated, Frozen Food
6235330	Process for Making Free-Flowing, Coated, Frozen Food
11/555,368	Casingless Food Production Methods, Systems, and Associated Wrappable Coverings
7195551	Casingless Food Production Methods, Systems, and Associated Wrappable Coverings
7182683	Casingless Food Production Methods, Systems, and Associated Traveling Matable Mold Shells
7040974	Casingless Food Production Methods, Systems and Associated Traveling Matable Mold Shells
6764705	Casingless Flowable Food Production Methods, Systems, and Associated Elongated Forming Tubes
6989170	System and Method for Making Casingless Sausage
AT 3754691.8	System and Method for Making Casingless Sausage
EP 1545223	System and Method for Making Casingless Sausage
UK 3754691.8	System and Method for Making Casingless Sausage
DB 60311286	Vorrichtung und Verfahren Zum Herstellen von Huellosen Wuersten
DE 03754691.8	System and Method for Making Casingless Sausage
IE 03754691.8	System and Method for Making Casingless Sausage
7165670	Food Transport Routing Systems, Devices, and Guides for Food Processing Systems and Related Methods
11/463,462	Automated Laterally Offset Retractable Food Dislodgement or Guiding Mechanisms and Associated Methods and Systems
7131904	Automated Laterally Offset Retractable Food Dislodgement or Guiding Mechanisms and Associated Methods and Systems
7078069	Sprayable Cookware Release Composition with Reduced Heat Induced Browning
6905722	Sprayable Cookware Release Composition with Reduced Heat Induced Browning
AU 2004260633***	Sprayable Cookware Release Composition with Reduced Heat Induced Browning
CA 2529502	Sprayable Cookware Release Composition with Reduced Heat Induced Browning
EP 4801810.5 ***	Sprayable Cookware Release Composition with Reduced Heat Induced Browning
JP 2006-	Sprayable Cookware Release Composition with Reduced Heat

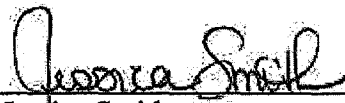
	<b>Processing Systems and Related Methods</b>
6789938	Device and Method for Removing Build-Up on Measurement Gauges
6786813	Device and Method for Removing Build-Up on Measurement Gauges
6761923	Method and Composition Related to Low Glycemic Index Foods
6706305	Low Glycemic Index Bread
CA 2369207***	Low Glycemic Index Bread
6503555	Composition Related to Low Glycemic Index Foods
6743455	Multi-Layer Food Products
6294213	Method for Reducing Color Migration in Multi-Layered, Caramel Colored, Gel-Based Dessert Products and the Products so Produced
CA 2305943	Method for Reducing Color Migration in Multi-Layered, Caramel Colored, Gel-Based Dessert Products and the Products so Produced
CA 2358041	Cocoa Powder for Use in Multi-Layered Gel-Based Dessert Products and Method for Making
MX Pa/a/2001/009604 ***	Cocoa Powder for Use in Multi-Layered Gel-Based Dessert Products and Method for Making
6713107	Airflow Distribution Systems for Food Processors
6689407	Enhanced Capacity Food Processing Systems with Efficient Space Utilization
***** 10/717,115	Magnetic Alignment System for Scraped-Surface Heat Exchanger and Method
6675877	Seal-less Magnetically Driven Scraped-Surface Heat Exchanger
6645540	Method for Reducing Color Migration in Multi-Layered, Caramel Colored, Gel-Based Dessert Products and the Products so Produced
MX 226340	Method for Reducing Color Migration in Multi-Layered, Caramel Colored, Gel-Based Dessert Products and the Products so Produced
MX 240327	Method for Reducing Color Migration Multi-Layered and Colored Gel-Based Dessert Products and the Products so Produced
6607106	Aerosol Valve
6557319	Temperature Coordinated Through-Line Food Packaging System
6468743	PCR Techniques for Detecting Microbial Contaminants in Food Stuffs
6439034	Acoustic Viscometer and Method of Determining Kinematic Viscosity and Intrinsic Viscosity by Propagation of Shear Waves
6396036	Microwave Packaging Having Patterned Adhesive and Methods

[Remainder of Exhibit List redacted due to N/A]

### **Declaration**

I, Jessica Smith, Assistant Secretary of ConAgra Grocery Products Company, LLC (successor by merger to ConAgra Grocery Products Company) declare that U.S. Appln. Serial No. 10/717,115, filed November 19, 2003 entitled "MAGNETIC ALIGNMENT SYSTEM FOR SCRAPED-SURFACE HEAT EXCHANGER AND METHOD", is part of Op Unit 03317 mentioned in Exhibit "A" of the Assignment and Assumption Agreement between ConAgra Grocery Products Company and ConAgra Foods Packaged Foods Company, Inc. of November 28, 2004.

Executed this 17th day of June, 2009.

By:   
Jessica Smith